



Order Filed on February 11, 2020  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
DENISE CARLON, ESQUIRE KML LAW GROUP, P.C. Sentry Office Plz 216 Haddon Ave., Suite 406 Westmont, NJ 08018 (215) 627-1322 <a href="mailto:dcarlton@kmlawgroup.com">dcarlton@kmlawgroup.com</a> Attorneys for Movant Fifth Third Bank	
In Re:	Case No.: 19-27933 CMG
Kelvin David Osorio,	Adv. No.:
Debtor.	Hearing Date: 11/20/2019
	Judge: Christine M. Gravelle

**ORDER RESOLVING FIFTH THIRD BANK'S OBJECTION TO DEBTOR'S  
CHAPTER 13 PLAN**

The relief set forth on the following pages, numbered two (2) through three (3) is hereby  
**ORDERED**

**DATED: February 11, 2020**

  
\_\_\_\_\_  
Honorable Christine M. Gravelle  
United States Bankruptcy Judge

Page 2

Debtor: Kelvin David Osorio

Case No.: 19-27933 CMG

Caption: **ORDER RESOLVING FIFTH THIRD BANK'S OBJECTION TO DEBTOR'S CHAPTER 13 PLAN**

This matter having been brought before the Court by KML Law Group, P.C., attorneys for Secured Creditor, Fifth Third Bank, the holder of a lien on Debtor's vehicle, a 2016 Kia Sportage, VIN: KNDPCCAC1G7860359, Denise Carlon appearing, by way of objection to the confirmation of Debtor's Chapter 13 Plan, and this Court having considered the representations of attorneys for the Secured Creditor and David S. Waltzer, Esq., attorney for Debtor, and for good cause having been shown;

It is **ORDERED, ADJUDGED and DECREED** that Secured Creditor's lien shall be paid in full through Debtor's Chapter 13 plan at an interest rate of 6.00%; and

It is **FURTHER, ORDERED, ADJUDGED and DECREED** that the total due to Secured Creditor, including interest, shall be \$17,981.15, consisting of the total due at filing of \$15,501.42 and \$2,479.73 in interest that will accrue during the course of Debtor's Chapter 13 plan over 60 months;

It is **FURTHER, ORDERED, ADJUDGED and DECREED** that if the length of Debtor's plan, the interest due under the plan will be adjusted accordingly, and this order is subject to amendment; and

It is **FURTHER, ORDERED, ADJUDGED and DECREED** that the Debtor shall maintain insurance on the vehicle in accordance with the terms of the loan documents during the entirety of this case and shall furnish proof of same annually and upon request;

It is **FURTHER, ORDERED, ADJUDGED and DECREED** that Fifth Third Bank's lien shall remain on the subject vehicle until Debtor has completed all plan payments and receives a discharge in this case; and

It is **FURTHER, ORDERED, ADJUDGED and DECREED** Fifth Third Bank's lien will only be released upon the Debtor's receipt of his discharge and completion of his Chapter 13 Plan. Any dismissal of the case or conversion to a Chapter 7 will result in a full reinstatement of the lien; and

It is **FURTHER, ORDERED, ADJUDGED and DECREED** that the lien shall be released and extinguished upon the successful completion of the Debtor's Chapter 13 plan; and

Page 3

Debtor: Kelvin David Osorio

Case No.: 19-27933 CMG

Caption: **ORDER RESOLVING FIFTH THIRD BANK'S OBJECTION TO  
DEBTOR'S CHAPTER 13 PLAN**

It is **FURTHER, ORDERED, ADJUDGED** and **DECREED** that Fifth Third Bank shall file a release of the lien within 30 days of the date of the service of Debtor's discharge; and

It is **FURTHER, ORDERED, ADJUDGED** and **DECREED** that in the event Fifth Third Bank fails to discharge the mortgage within the prescribed period, the Debtor and/or Debtor's counsel may file a certified or exemplified copy of this order, along with a copy of the bankruptcy discharge order, which shall have the same force and effect of a discharge of lien; and

It is **FURTHER, ORDERED, ADJUDGED** and **DECREED** that Fifth Third Bank's objection to confirmation is hereby resolved.